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10 Attorneys for Defendant BAMBUZA OC  
11 VENTURES LLC and BAMBUZA SMF  
12 VENTURES LLC

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 JOSE RAMIRO LOBATO  
16 BARCENAS, individually and on behalf  
17 of all others similarly situated,

18 Plaintiff,

19 v.

20 BAMBUZA OC VENTURES LLC, a  
21 California limited liability company;  
22 BAMBUZA SMF VENTURES LLC, a  
23 California limited liability company; and  
24 DOES 1 through 10, inclusive.  
25 Defendants.

Case No.

**DECLARATION OF ZAIN  
ZUBAIR IN SUPPORT OF  
DEFENDANTS BAMBUZA OC  
VENTURES LLC AND BAMBUZA  
SMF VENTURES LLC'S NOTICE  
OF REMOVAL TO FEDERAL  
COURT**

Orange County Superior Court  
Case No. 30-2024-01415928-CU-OE-CXC  
(originally filed in County of Orange  
Superior Court on July 30, 2024)

**DECLARATION OF ZAIN ZUBAIR**

I, Zain Zubair, hereby declare and state as follows:

1. I am an associate at the law firm of K&L Gates, counsel for Defendants Bambuza OC Ventures LLC and Bambuza SMF Ventures LLC (“Defendants”) in the above-entitled matter. I am duly licensed to practice law in the State of California and before the United States District Court for the Central District of California and am responsible for representing said Defendant in this action. Except where otherwise indicated, all the information contained herein is based upon my personal knowledge and if called and sworn as a witness, I could and would competently testify thereto.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Summons and Complaint served on Defendants in the matter of *Jose Ramiro Lobato Barcenas v. Bambuza OC Ventures LLC, Bambuza SMF Ventures LLC* and DOES 1 through 10, inclusive, Case No. 30-2024-01415928-CU-OE-CXC (State Court Action), personally served on Defendants’ agent for service of process, CT Corporation System, on September 17, 2024.

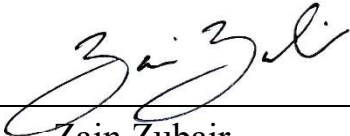
3. Attached hereto as **Exhibit B** is a true and correct copy of the Civil Case Cover Sheet, Class Action Questionnaire, Plaintiff’s Complex Case Fee Payment Receipt, Minute Order Setting Initial Case Management Conference, Certificate of Mailing, and Plaintiff’s Proofs of Service, filed in the State Court Action and served upon Defendants.

4. Attached hereto as **Exhibit C** is a true and correct copy of Defendants’ Answer to Plaintiff’s Complaint filed by Defendants in the State Court Action, on October 15, 2024.

5. As of the date of this removal, it is my understanding that no other parties have been named or validly served in this matter. It is also my understanding that, as of the date of this removal, no other pleadings, process, or orders have been

1 served upon Defendants, or filed in the State Court Action, other than those attached  
2 hereto.

3 Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury, under  
4 the laws of the United States, that the foregoing is true and correct, and that this  
5 declaration was executed on October 16, 2024, at Los Angeles, California.

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10 Zain Zubair  
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# EXHIBIT A



**REGISTERED AGENT  
SOLUTIONS INC**

A LEXITAS COMPANY

Registered Agent Solutions, Inc.

Corporate Mailing Address

5301 Southwest Parkway, Suite 400

Austin, TX 78735

Phone: (888) 705-7274

## SERVICE OF PROCESS RECEIPT

2024-09-17

REBECCA JORDAN

**BAMBUZA OC VENTURES LLC**

5921 NE 80th Avenue

Portland, OR 97218 USA

### NOTICE OF CONFIDENTIALITY

This notice and the information it contains are intended to be a confidential communication only to the individual and/or entity to whom it is addressed. If you have received this notice in error, immediately call our SOP Department at (888) 705-7274.

### RE: BAMBUZA OC VENTURES LLC

This receipt is to inform you that Registered Agent Solutions, Inc. has received a Service of Process on behalf of the above-referenced entity as your registered agent and is hereby forwarding the attached document(s) for your immediate review. A Summary of the service is shown below; however, it is important that you review the attached document(s) in their entirety for complete and detailed information.

For additional information and instruction, contact the document issuer: WILSHIRE LAW FIRM

#### SERVICE INFORMATION

Service Date: 2024-09-17

Service Time: 2:40 PM PDT

Service Method: Process Server

#### RASi REFERENCE INFORMATION

Service No.: 0334805

RASi Office: California

Rec. Int. Id.: AXS

#### CASE INFORMATION

Case Number: 30-2024-01415928-CU-OE-CXC

File Date: 07/30/2024

Jurisdiction: CALIFORNIA SUPERIOR COURT, ORANGE COUNTY

Case Title: JOSE RAMIRO LOBATO BARCENAS V. BAMBUZA OC VENTURES LLC,

#### ANSWER / APPEARANCE INFORMATION

30 days

*(Be sure to review the document(s)  
for any required response dates)*

#### AGENCY / PLAINTIFF INFORMATION

Firm/Issuing Agent: WILSHIRE LAW FIRM

Attorney/Contact: JUSTIN F. MARQUEZ

Location: California

Telephone No.: 213-381-9988

#### DOCUMENT(S) RECEIVED & ATTACHED

Complaint

Summons

Interrogatories

Demand for Jury Trial

Order: MINUTE

#### ADDITIONAL NOTES:

DOCUMENT ALSO INCLUDES A CIVIL CASE COVER SHEET, PLEASE REVIEW.

**Questions?** Should you have any questions or need additional assistance, please contact the SOP Department at (888) 705-7274.

You have been notified of this Service of Process by Insta-SOP Delivery, a secure email transmission. The transmitted documents have also been uploaded to your Compliance account. RASi offers additional methods of notification including Telephone Notification and FedEx Delivery. If you would like to update your account's notification preferences, please log into your Compliance account at [www.rasi.com](http://www.rasi.com).

*Thank you for your continued business!*

**SUMMONS**  
**(CITACION JUDICIAL)**FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

BAMBUZA OC VENTURES LLC, a California limited liability company;  
BAMBUZA SMF VENTURES LLC, a California limited liability company;  
and DOES 1 through 10, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JOSE RAMIRO LOBATO BARCENAS, individually, and on behalf of  
all others similarly situated,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Orange Superior Court

Civil Complex Center

751 West Santa Ana Blvd., Santa Ana, California 92701

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Justin F. Marquez, Wilshire Law Firm, 3055 Wilshire Blvd., 12th Fl., Los Angeles, CA 90010; (213) 381-9988

Judge Melissa R. McCormick

CASE NUMBER  
(Número del Caso):

30-2024-01415928-CU-OE-CXC

DATE: 07/30/2024  
(Fecha)

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by

(Secretario)

G. Ramirez, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): Bambuza OC Ventures LLC, a California limited liability company

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☒ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):



Justin F. Marquez (SBN 262417)

justin@wilshirelawfirm.com

Arrash T. Fattahi (SBN 333676)

afattahi@wilshirelawfirm.com

**WILSHIRE LAW FIRM**

3055 Wilshire Blvd., 12th Floor

Los Angeles, California 90010

Telephone: (213) 381-9988

Facsimile: (213) 381-9989

Attorneys for Plaintiff

**Assigned for All Purposes**

Judge Melissa R. McCormick

CX-104

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

JOSE RAMIRO LOBATO BARCENAS,  
individually, and on behalf of all others similarly  
situated,

*Plaintiff,*

v.

BAMBUZA OC VENTURES LLC, a California  
limited liability company; BAMBUZA SMF  
VENTURES LLC, a California limited liability  
company; and DOES 1 through 10, inclusive,

*Defendants.*

Case No.: **30-2024-01415928-CU-OE-CXC**

**CLASS ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
6. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

**DEMAND FOR JURY TRIAL**

WILSHIRE LAW FIRM, PLC  
3055 Wilshire Blvd, 12th Floor  
Los Angeles, CA 90010-1137



1 Plaintiff JOSE RAMIRO LOBATO BARCENAS ("Plaintiff"), based upon facts that  
 2 either have evidentiary support or are likely to have evidentiary support after a reasonable  
 3 opportunity for further investigation and discovery, alleges as follows:

#### 4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant BAMBUZA OC VENTURES LLC,  
 6 Defendant BAMBUZA SMF VENTURES LLC, and DOES 1 through 10 (hereinafter  
 7 collectively referred to as "Defendants") for California Labor Code violations and unfair  
 8 business practices stemming from Defendants' failure to pay for all hours worked (minimum,  
 9 straight time, and overtime wages), failure to provide meal periods, failure to authorize and  
 10 permit rest periods, failure to furnish accurate wage statements, and failure to indemnify  
 11 employees for expenditures.

12 2. Plaintiff brings the First through Seventh Causes of Action individually and as a  
 13 class action on behalf of himself and certain current and former employees of Defendants  
 14 (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully  
 15 below). The Class consists of Plaintiff and all other persons who have been employed by any  
 16 Defendant in California as an hourly-paid or non-exempt employee during the statute of  
 17 limitations period applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and  
 19 establishment within the State of California, including Orange County. As such, and based upon  
 20 all the facts and circumstances incident to Defendants' business in California, Defendants are  
 21 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission  
 22 ("IWC"), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period, Defendants  
 24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum,  
 26 straight time, and overtime wages in compliance with the California Labor  
 27 Code and IWC Wage Orders;
- 28 (b) Failing to provide employees with timely and duty-free meal periods in

1 compliance with the California Labor Code and IWC Wage Orders, failing  
2 to maintain accurate records of all meal periods taken or missed, and  
3 failing to pay an additional hour's pay for each workday a meal period  
4 violation occurred;

5 (c) Failing to authorize and permit employees to take timely and duty-free rest  
6 periods in compliance with the California Labor Code and IWC Wage  
7 Orders, and failing to pay an additional hour's pay for each workday a rest  
8 period violation occurred;

9 (d) Failing to provide employees with accurate, itemized wage statements  
10 containing all the information required by the California Labor Code and  
11 IWC Wage Orders; and

12 (e) Failing to indemnify employees for expenditures incurred in direct  
13 discharge of duties of employment.

14 5. On information and belief, Defendants, and each of them were on actual and  
15 constructive notice of the improprieties alleged herein and intentionally refused to rectify their  
16 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were  
17 willful and deliberate.

18 6. At all relevant times, Defendants were and are legally responsible for all of the  
19 unlawful conduct, policies, practices, acts and omissions as described in each and all of the  
20 foregoing paragraphs as the employers of Plaintiff and the Class. Further, Defendants are  
21 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of  
22 "respondeat superior."

### 23 **THE PARTIES**

#### 24 **A. Plaintiff**

25 7. Plaintiff JOSE RAMIRO LOBATO BARCENAS is a resident of Orange County,  
26 California who worked for Defendants in Orange County, California as an hourly-paid, non-  
27 exempt employee from approximately October 2022 to the present.

28 8. Plaintiff reserves the right to seek leave to amend this complaint to add new

1 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
 2 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

3 **B. Defendants**

4 9. Plaintiff is informed and believes, and based upon that information and belief  
 5 alleges, that Defendants BAMBUZA OC VENTURES LLC and BAMBUZA SMF VENTURES  
 6 LLC are, and at all times herein mentioned, were:

- 7 (a) Business entities qualified to do business and actually conducting business  
 8 in numerous counties throughout the State of California, including in  
 9 Orange County; and,  
 10 (b) The former employers of Plaintiff and the current and/or former employers  
 11 of the putative Class because Defendants BAMBUZA OC VENTURES  
 12 LLC and BAMBUZA SMF VENTURES suffered and permitted Plaintiff  
 13 and the Class to work, and/or controlled their wages, hours, or working  
 14 conditions.

15 10. Plaintiff does not know the true names or capacities of the persons or entities sued  
 16 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.  
 17 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by  
 18 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true  
 19 names and capacities of these Defendants when they have been ascertained, together with  
 20 appropriate charging allegations, as may be necessary.

21 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and  
 22 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,  
 23 and/or injured a significant number of the Plaintiff and the Class in the State of California.

24 12. Plaintiff is informed and believes and thereon alleges that at all relevant times  
 25 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and  
 26 the other employees described in the class definitions below, and exercised control over their  
 27 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges  
 28 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,

1 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest  
2 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some  
3 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to  
4 some or all of the other Defendants so as to be liable for their conduct with respect to the matters  
5 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted  
6 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or  
7 should have known about, and authorized, ratified, adopted, approved, controlled, aided and  
8 abetted the conduct of all other Defendants.

9 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

10 13. Plaintiff worked for Defendants in Orange County, California as an hourly-paid,  
11 non-exempt employee from approximately October 2022 to the present. At all times, Defendants  
12 have paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendants  
13 typically schedule Plaintiff to work at least five days in a workweek and at least eight hours per  
14 day, but Plaintiff regularly works more than eight hours in a workday and/or more than forty (40)  
15 hours in a workweek.

16 14. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked  
17 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally  
18 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to  
19 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.  
20 As discussed below, Plaintiff's experience working for Defendants is typical and illustrative.

21 15. Throughout the statutory period, Defendants maintained a policy and practice of  
22 not paying Plaintiff and the Class for all hours worked, including minimum, straight time, and  
23 overtime wages. Defendants required Plaintiff and the Class to work "off-the-clock,"  
24 uncompensated, by, for example, requiring Plaintiff and the Class to perform work prior to  
25 clocking in for the workday and during unpaid meal periods. Some of this unpaid work should  
26 have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed  
27 to maintain accurate records of the hours Plaintiff and the Class worked.  
28

1           16. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff  
2 and the Class with legally compliant meal periods. Defendants regularly, but not always,  
3 required Plaintiff and the Class to work in excess of five consecutive hours a day without  
4 providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or  
5 without compensating Plaintiff and the Class for meal periods that were not provided by the end  
6 of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control  
7 over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks  
8 which could not be completed without working in lieu of taking mandatory meal periods, or by  
9 denying Plaintiff and the Class permission to take a meal period. Accordingly, Defendants'  
10 policy and practice was not to provide meal periods to Plaintiff and the Class in compliance with  
11 California law.

12           17. Throughout the statutory period, Defendants have wrongfully failed to authorize  
13 and permit Plaintiff and the Class to take legally compliant rest periods. Defendants regularly  
14 required Plaintiff and the Class to work in excess of four consecutive hours a day without  
15 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest  
16 period for every four hours of work (or major fraction of four hours), or without compensating  
17 Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendants  
18 continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging  
19 them to perform work tasks which could not be completed without working in lieu of taking  
20 mandatory rest periods, or by denying Plaintiff and the Class permission to take a rest period.  
21 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the  
22 Class to take rest periods in compliance with California law.

23           18. Throughout the statutory period, Defendants failed to furnish Plaintiff and the  
24 Class with accurate, itemized wage statements showing all applicable hourly rates, all overtime  
25 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages  
26 for meal periods that were not provided in accordance with California law, and correct wages for  
27 rest periods that were not authorized and permitted to take in accordance with California law).  
28



1 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class  
2 suffered injury because, among other things:

- 3 (a) the violations led them to believe that they were not entitled to be paid  
4 minimum, straight time, overtime, meal period premium, and rest period  
5 premium wages, even though they were entitled;
- 6 (b) the violations led them to believe that they had been paid the minimum,  
7 straight time, overtime, meal period premium, and rest period premium  
8 wages, even though they had not been;
- 9 (c) the violations led them to believe they were not entitled to be paid minimum,  
10 straight time, overtime, meal period premium, and rest period premium  
11 wages at the correct California rate even though they were entitled;
- 12 (d) the violations led them to believe they had been paid minimum, straight time,  
13 overtime, meal period premium, and rest period premium wages at the  
14 correct California rate even though they had not been;
- 15 (e) the violations hindered them from determining the amounts of minimum,  
16 straight time, overtime, meal period premium, and rest period premium  
17 wages owed to them;
- 18 (f) in connection with their employment before and during this action, and in  
19 connection with prosecuting this action, the violations caused them to have  
20 to perform mathematical computations to determine the amounts of wages  
21 owed to them, computations they would not have to make if the wage  
22 statements contained the required accurate information;
- 23 (g) by understating the wages truly due to them, the violations caused them to  
24 lose entitlement and/or accrual of the full amount of Social Security,  
25 disability, unemployment, and other governmental benefits;
- 26 (h) the wage statements inaccurately understated the wages, hours, and wage  
27 rates to which Plaintiff and the Class were entitled, and Plaintiff and the  
28

WILSHIRE LAW FIRM, PLC  
3055 Wilshire Blvd, 12<sup>th</sup> Floor  
Los Angeles, CA 90010-1137

1 Class were paid less than the wages and wage rates to which they were  
2 entitled.

3 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code §  
4 226(e) and injunctive relief under California Labor Code § 226(h).

5 19. Throughout the statutory period, Defendants have wrongfully required Plaintiff  
6 and the Class to pay expenses that they incurred in direct discharge of their duties for  
7 Defendants. Plaintiff and the Class regularly paid out-of-pocket for necessary employment-  
8 related expenses, including, without limitation, use of personal cell phones.

9 20. Plaintiff and the Class incurred substantial expenses as a direct result of  
10 performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the  
11 Class for these employment-related expenses.

### 12 CLASS ACTION ALLEGATIONS

13 21. Plaintiff brings certain claims individually, as well as on behalf of each and all  
14 other persons similarly situated, and thus, seeks class certification under California Code of Civil  
15 Procedure § 382.

16 22. All claims alleged herein arise under California law for which Plaintiff seeks relief  
17 authorized by California law.

18 23. The proposed Class consists of and is defined as:

19 All persons who worked for any Defendant in California as an hourly-paid or  
20 non-exempt employee at any time during the period beginning four years and 178  
21 days before the filing of the initial complaint in this action and ending when  
notice to the Class is sent.<sup>1</sup>

22 24. At all material times, Plaintiff was a member of the Class.

23 25. Plaintiff undertook this concerted activity to improve the wages and working  
24 conditions of all Class Members.

25 26. There is a well-defined community of interest in the litigation and the Class is  
26 readily ascertainable:

27 <sup>1</sup> In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)  
28 (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed  
180 days are tolled from April 6, 2020 to October 1, 2020."

- 1 (a) Numerosity: The members of the Class (and each subclass, if any) are so  
2 numerous that joinder of all members would be unfeasible and impractical.  
3 The membership of the entire Class is unknown to Plaintiff at this time;  
4 however, the Class is estimated to be greater than forty (40) individuals  
5 and the identity of such membership is readily ascertainable by inspection  
6 of Defendants' records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect  
8 the interests of each Class Member with whom there is a shared, well-  
9 defined community of interest, and Plaintiff's claims (or defenses, if any)  
10 are typical of all Class Members' claims as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
12 the interests of each Class Member with whom there is a shared, well-  
13 defined community of interest and typicality of claims, as demonstrated  
14 herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
15 Member. Plaintiff's attorneys, the proposed class counsel, are versed in  
16 the rules governing class action discovery, certification, and settlement.  
17 Plaintiff has incurred, and throughout the duration of this action, will  
18 continue to incur costs and attorneys' fees that have been, are, and will be  
19 necessarily expended for the prosecution of this action for the substantial  
20 benefit of each class member.
- 21 (d) Superiority: A Class Action is superior to other available methods for the  
22 fair and efficient adjudication of the controversy, including consideration  
23 of:
- 24 1) The interests of the members of the Class in individually
  - 25 controlling the prosecution or defense of separate actions;
  - 26 2) The extent and nature of any litigation concerning the controversy
  - 27 already commenced by or against members of the Class;
  - 28 3) The desirability or undesirability of concentrating the litigation of

the claims in the particular forum; and,

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with accurate wage statements;
- (e) Failed to indemnify Class Members for expenditures; and,
- (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

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- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
  - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
  - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

29. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

### **FIRST CAUSE OF ACTION**

#### **(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)**

30. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

31. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

32. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

33. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

34. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

35. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

36. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

37. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

38. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

## **SECOND CAUSE OF ACTION**

### **(Against All Defendants for Failure to Pay Overtime Wages)**

40. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

41. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

42. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

43. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of



1 Defendants.

2 44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class  
3 overtime compensation for the hours they have worked in excess of the maximum hours  
4 permissible by law as required by California Labor Code §§ 510 and 1198.

5 45. By virtue of Defendants' unlawful failure to pay additional premium rate  
6 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the  
7 Class have suffered, and will continue to suffer, damages in amounts which are presently  
8 unknown to them but which exceed the jurisdictional minimum of this Court and which will be  
9 ascertained according to proof at trial.

10 46. By failing to keep adequate time records required by Labor Code § 1174(d),  
11 Defendants have made it difficult to calculate the full extent of overtime compensation due to  
12 Plaintiff and the Class.

13 47. Plaintiff and the Class also request recovery of overtime compensation according  
14 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well  
15 as the assessment of any statutory penalties against Defendants, in a sum as provided by the  
16 California Labor Code and/or other statutes.

17 48. California Labor Code § 204 requires employers to provide employees with all  
18 wages due and payable twice a month. The Wage Orders also provide that every employer shall  
19 pay to each employee, on the established payday for the period involved, overtime wages for all  
20 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class  
21 with all compensation due, in violation of California Labor Code § 204.

### 22 **THIRD CAUSE OF ACTION**

#### 23 **(Against All Defendants for Failure to Provide Meal Periods)**

24 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
25 paragraphs 1 through 20 in this Complaint.

26 50. Under California law, Defendants have an affirmative obligation to relieve the  
27 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the  
28 start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal



1 periods no later than the start of the eleventh hour of work in the workday. California Labor  
 2 Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide  
 3 unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a  
 4 violation of California Labor Code § 226.7 for an employer to require any employee to work  
 5 during any meal period mandated under any Wage Order.

6 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff  
 7 and the Class with both meal periods as required by California law. By their failure to permit  
 8 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact  
 9 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),  
 10 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable  
 11 Wage Orders.

12 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
 13 additional wages for each workday he or she was not provided with all required meal period(s),  
 14 plus interest thereon.

#### 15 **FOURTH CAUSE OF ACTION**

##### 16 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

17 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
 18 paragraphs 1 through 20 in this Complaint.

19 54. Defendants are required by California law to authorize and permit breaks of ten  
 20 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than  
 21 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer  
 22 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour  
 23 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the  
 24 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is  
 25 itself a violation of California's rest break laws. It is a violation of California Labor Code §  
 26 226.7 for an employer to require any employee to work during any rest period mandated under  
 27 any Wage Order.

28 55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the

1 Class to take rest breaks, regardless of whether employees worked more than four hours in a  
 2 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as  
 3 alleged above (or due to the fact that Defendants made it impossible or impracticable to take  
 4 these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor  
 5 Code § 226.7 and the applicable Wage Orders.

6 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of  
 7 premium wages rate for each workday he or she was not provided with all required rest break(s),  
 8 plus interest thereon.

9 **FIFTH CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant**  
 11 **Wage Records)**

12 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
 13 paragraphs 1 through 20 in this Complaint.

14 58. At all material times set forth herein, California Labor Code § 226(a) provides that  
 15 every employer shall furnish each of his or her employees an accurate itemized wage statement  
 16 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours  
 17 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate  
 18 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made  
 19 on written orders of the employee may be aggregated and shown as one item, (5) net wages  
 20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
 21 employee and the last four digits of his or her social security number or an employee  
 22 identification number other than a social security number, (8) the name and address of the legal  
 23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and  
 24 the corresponding number of hours worked at each hourly rate by the employee.

25 59. Defendants have intentionally and willfully failed to provide employees with  
 26 complete and accurate wage statements. The deficiencies include, among other things, the  
 27 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list  
 28 the true "total hours worked by the employee," and the failure to list the true net wages earned.

60. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

61. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

62. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

63. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

64. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

### **SIXTH CAUSE OF ACTION**

#### **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

66. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

67. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

68. As a result, Plaintiff and the Class were damaged at least in the amounts of the

1 expenses they paid, or which were deducted by Defendants from their wages.

2 69. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and  
3 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California  
4 Labor Code § 2802(b).

### 5 **SEVENTH CAUSE OF ACTION**

6 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200,**  
7 **et seq.)**

8 70. Plaintiff incorporates by reference and re-alleges as if fully stated herein  
9 paragraphs 1 through 20 in this Complaint.

10 71. Defendants, and each of them, are "persons" as defined under California Business  
11 & Professions Code § 17201.

12 72. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
13 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff  
14 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil  
15 Procedure § 1021.5.

16 73. Defendants' activities, as alleged herein, are violations of California law, and  
17 constitute unlawful business acts and practices in violation of California Business & Professions  
18 Code §§ 17200, *et seq.*

19 74. A violation of California Business & Professions Code §§ 17200, *et seq.* may be  
20 predicated on the violation of any state or federal law. All of the acts described herein as  
21 violations of, among other things, the California Labor Code, are unlawful and in violation of  
22 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,  
23 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of  
24 California Business & Professions Code §§ 17200, *et seq.*

### 25 **Failure to Pay Minimum and Straight Time Wages**

26 75. Defendants' failure to pay minimum and straight time wages, and other benefits in  
27 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by  
28 California Business & Professions Code §§ 17200, *et seq.*

**Failure to Pay Overtime Wages**

76. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Provide Meal Periods**

77. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

**Failure to Authorize and Permit Rest Periods**

78. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

**Failure to Indemnify Business Expenses**

79. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

80. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

81. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

82. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

83. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

84. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

85. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

86. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

#### **PRAYER FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

#### **Class Certification**

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;

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2. That Plaintiff be appointed as the representative of the Class; and,

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date



1 such amounts were due;

2 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,  
3 and for costs of suit incurred herein; and,

4 19. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Fourth Cause of Action

6 20. That the Court declare, adjudge, and decree that Defendants violated California  
7 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

8 21. For unpaid rest period premium wages as may be appropriate;

9 22. For pre-judgment interest on any unpaid compensation commencing from the date  
10 such amounts were due;

11 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,  
12 and for costs of suit incurred herein; and,

13 24. For such other and further relief as the Court may deem equitable and appropriate.

14 As to the Fifth Cause of Action

15 25. That the Court declare, adjudge, and decree that Defendants violated the record  
16 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and  
17 willfully failed to provide accurate itemized wage statements thereto;

18 26. For all actual damages, according to proof;

19 27. For statutory penalties pursuant to California Labor Code § 226(e);

20 28. For injunctive relief to ensure compliance with this section, pursuant to California  
21 Labor Code § 226(h);

22 29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

23 30. For such other and further relief as the Court may deem equitable and appropriate.

24 As to the Sixth Cause of Action

25 31. That the Court declare, adjudge, and decree that Defendants violated California  
26 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

27 32. For unpaid wages or unreimbursed business expenses as may be appropriate;

28

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1 33. For pre-judgment interest on any unpaid compensation commencing from the date  
2 such amounts were due;

3 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

4 35. For such other and further relief as the Court may deem equitable and appropriate.

5 As to the Seventh Cause of Action

6 36. That the Court declare, adjudge, and decree that Defendants violated California  
7 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,  
8 straight time, and overtime wages), failing to provide meal periods, failing to authorize and  
9 permit rest periods, and failing to indemnify employees for expenditures;

10 37. For restitution of unpaid wages to Plaintiff and all Class Members and  
11 prejudgment interest from the day such amounts were due and payable;

12 38. For the appointment of a receiver to receive, manage and distribute any and all  
13 funds disgorged from Defendants and determined to have been wrongfully acquired by  
14 Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

15 39. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
16 California Code of Civil Procedure § 1021.5;

17 40. For injunctive relief to ensure compliance with this section, pursuant to California  
18 Business & Professions Code §§ 17200, *et seq.*; and,

19 41. For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

42. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: July 30, 2024

WILSHIRE LAW FIRM

By:

Justin F. Marquez

Arran T. Fattahi

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: July 30, 2024

WILSHIRE LAW FIRM

By:

Justin F. Marquez

Arran T. Fattahi

Attorneys for Plaintiff

WILSHIRE LAW FIRM, PLC  
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# **EXHIBIT B**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Justin F. Marquez (SBN 262417); Arrash T. Fattahi (SBN 333676) Wilshire Law Firm; 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010  TELEPHONE NO.: (213) 381-9988 FAX NO.: (213) 381-9989 EMAIL ADDRESS: justin@wilshirelawfirm.com ATTORNEY FOR (Name): Plaintiff Jose Ramiro Lobato Barcenas		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: 751 West Santa Ana Blvd. CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center		
CASE NAME: Jose Ramiro Lobato Barcenas v. Bambuza OC Ventures LLC, et al.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less) <b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
		CASE NUMBER: 30-2024-01415928-CU-OE-CXC JUDGE: Judge Melissa R. McCormick DEPT.: CX-184

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3,740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Seven (7)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-011.)
- Date: July 30, 2024

Justin F. Marquez, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death

Product Liability (*not asbestos or toxic/environmental*) (24)

Medical Malpractice (45)

Medical Malpractice—

Physicians & Surgeons

Other Professional Health Care Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of Emotional Distress

Negligent Infliction of Emotional Distress

Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)

Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)

Defamation (e.g., slander, libel) (13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice (*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)

Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (*not unlawful detainer or wrongful eviction*)

Contract/Warranty Breach—Seller

Plaintiff (*not fraud or negligence*)

Negligent Breach of Contract/

Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open

book accounts) (09)

Collection Case—Seller Plaintiff

Other Promissory Note/Collections Case

Insurance Coverage (*not provisionally complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

**Real Property**

Eminent Domain/Inverse

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**

Commercial (31)

Residential (32)

Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ—Administrative Mandamus

Writ—Mandamus on Limited Court

Case Matter

Writ—Other Limited Court Case Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal—Labor Commissioner

Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)

Abstract of Judgment (Out of County)

Confession of Judgment (*non-domestic relations*)

Sister State Judgment

Administrative Agency Award

(*not unpaid taxes*)

Petition/Certification of Entry of

Judgment on Unpaid Taxes

Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)

Other Complaint (*not specified above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non-harassment*)

Mechanics Lien

Other Commercial Complaint

Case (*non-tort/non-complex*)

Other Civil Complaint

(*non-tort/non-complex*)

**Miscellaneous Civil Petition**

Partnership and Corporate

Governance (21)

Other Petition (*not specified above*) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late Claim

Other Civil Petition

**Approved for Mandatory Use  
L277 [New June 1, 2005]**



# SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Superior Court of California, County of Orange

751 W. Santa Ana Blvd  
Santa Ana, CA 92701

## PAYMENT RECEIPT

E-Filing Transaction #: 11343764

Receipt #: 13285941

Clerk ID: gramirez

Transaction No: 13457861

Transaction Date: 08/01/2024

Transaction Time: 02:03:53 PM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance
30-2024-01415928-CU-OE-CXC	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00
30-2024-01415928-CU-OE-CXC	34 - Complex Case Fee - Plaintiff	1	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00

Sales Tax: \$0.00

**Total:** **\$1,435.00** **Total Rem. Bal:**

E-Filing : - OneLegal

E-Filing: \$1,435.00

Total Amount Tendered: \$1,435.00

Change Due: \$0.00

Balance: **\$0.00**

A \$45 fee may be charged for each returned check, electronic funds transfer or credit card payment.

**COPY**



**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CIVIL COMPLEX CENTER**

**MINUTE ORDER**

DATE: 09/03/2024

TIME: 03:51:59 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2024-01415928-CU-OE-CXC** CASE INIT.DATE: 07/30/2024

CASE TITLE: **Barcenas vs. Bambuza OC Ventures LLC, a California limited liability company**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

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EVENT ID/DOCUMENT ID: 74375588

**EVENT TYPE:** Chambers Work

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**APPEARANCES**

---

There are no appearances by any party.

The court finds this case exempt from the case disposition time goals set forth in California Rule of Court 3.714 due to exceptional circumstances, and estimates that the time required to dispose of this case will exceed 24 months due to the following case evaluation factors of California Rules of Court 3.400 and 3.715: The case is complex.

Each party who has not paid the complex fee of \$1,000 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 court days of the date of this order. Failure to pay required fees may result in dismissal of the complaint/cross-complaint or the striking of responsive pleadings and entry of default.

**The Initial Case Management Conference is scheduled for December 12, 2024 at 9 a.m. in Department CX104.**

Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's civil remote appearance website.

The Initial Case Management Conference Statement shall be filed at least 5 court days before the conference. Counsel should use pleading paper, not Judicial Council Form CM-110, and should include in the statement a discussion of the applicable subjects set forth in California Rules of Court 3.727 and 3.750(b). The parties are encouraged to meet and confer and file a joint statement.

All proposed orders, including those submitted pursuant to stipulation, must be submitted in two electronic formats. One copy should be filed in Word and another copy in .pdf format with all attachments/exhibits attached to it. Failure to follow this instruction may result in a proposed order not being brought to the court's attention in a timely manner. Please ensure that each proposed order is identified as a "Proposed Order."



CASE TITLE: Barcenas vs. Bambuza OC Ventures  
LLC, a California limited liability company

CASE

**30-2024-01415928-CU-OE-CXC**

NO:

Additional information may be obtained by viewing the department's information located on the Complex Civil division page on the court's website.

This case is subject to mandatory electronic filing pursuant to Orange County Superior Court Local Rule 352. Plaintiff(s) shall give notice of the Initial Case Management Conference and the electronic filing requirement to all parties of record or known to plaintiff(s), and shall attach a copy of this order.

Clerk to give notice to plaintiff(s), and plaintiff(s) to give notice to all other parties.

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
<b>SHORT TITLE:</b> Barcnas vs. Bambuza OC Ventures LLC, a California limited liability company	
<b>CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE</b>	<b>CASE NUMBER:</b> <b>30-2024-01415928-CU-OE-CXC</b>

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 09/03/24, was transmitted electronically by an Orange County Superior Court email server on September 3, 2024, at 3:52:16 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

WILSHIRE LAW FIRM  
 AFATTAHI@WILSHIRELAWFIRM.COM

WILSHIRE LAW FIRM  
 JUSTIN@WILSHIRELAWFIRM.COM

WILSHIRE LAW FIRM  
 ZEYRA.CEBALLOS@WILSHIRELAWFIRM.COM

Clerk of the Court, by: V. Harting, Deputy

---

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

Attorney or Party without Attorney: Justin F. Marquez, Esq., Bar #262417 Wilshire Law Firm, PLC 3055 Wilshire Blvd, 12th Floor Los Angeles, CA 90010 Telephone No: 213-381-9988 FAX No: 213-381-9989		For Court Use Only	
Attorney for: Plaintiff		Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: Orange County Superior Court			
Plaintiff: Jose Ramiro LobatoBarcenas Defendant: Bambuza OC Ventures LLC, et al.			
<b>PROOF OF SERVICE Summons &amp; Complaint</b>		Hearing Date:	Time:
		Dept/Div:	Case Number: 30202401415928CUOECXC

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the Summons & Complaint; ADR Information Package; Civil Case Cover Sheet; Class Action/ B&P 17200 Questionnaire; Minute Order & Case Management Conference; Complex Civil Guidelines; Complex Fact Sheet; Department CX104 Schedule and General Information
- a. Party served: Bambuza OC Ventures LLC, a California limited liability company  
 b. Person served: Jackson Yang, Person Authorized to Accept
- Address where the party was served: Registered Agent Solutions, Inc.  
720 14th Street  
Sacramento, CA 95814
- I served the party:
  - by **personal service**. I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Tue., Sep. 17, 2024 (2) at: 2:40PM
- The "Notice to the Person Served" (on the Summons) was completed as follows:  
 on behalf of: Bambuza OC Ventures LLC, a California limited liability company  
 Under CCP 416.40 (association or partnership)

7. **Person Who Served Papers:**

a. John M. Adams

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. **The Fee** for Service was:

e. I am: (3) registered California process server

(i) Independent Contractor

(ii) Registration No.: 2014-45

(iii) County: Sacramento



**1500 W. El Camino Avenue, #510**  
**Sacramento, CA 95833**  
**855-5VALPRO, Fax (866) 900-4665**  
**www.ValproAttorneyServices.com**

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Tue, Sep. 17, 2024

<b>Attorney or Party without Attorney:</b> Justin F. Marquez, Esq., Bar #262417 Wilshire Law Firm, PLC 3055 Wilshire Blvd, 12th Floor Los Angeles, CA 90010 Telephone No: 213-381-9988 FAX No: 213-381-9989		<b>For Court Use Only</b>		
<b>Attorney for:</b> Plaintiff		<b>Ref. No. or File No.:</b>		
<b>Insert name of Court, and Judicial District and Branch Court:</b> Orange County Superior Court				
<b>Plaintiff:</b> Jose Ramiro LobatoBarcenas <b>Defendant:</b> Bambuza OC Ventures LLC, et al.				
<b>PROOF OF SERVICE Summons &amp; Complaint</b>		<b>Hearing Date:</b>	<b>Time:</b>	<b>Case Number:</b> 30202401415928CUOECXC

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons & Complaint; ADR Information Package; Civil Case Cover Sheet; Class Action/ B&P 17200 Questionnaire; Minute Order & Case Management Conference; Complex Civil Guidelines; Complex Fact Sheet; Department CX104 Schedule and General Information
3. a. Party served: Bambuza SMF Ventures LLC, a California limited liability company  
b. Person served: Jackson Yang, Person Authorized to Accept
4. Address where the party was served: Registered Agent Solutions, Inc.  
720 14th Street  
Sacramento, CA 95814
5. I served the party:  
a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive process for the party (1) on: Tue., Sep. 17, 2024 (2) at: 2:40PM
6. The "Notice to the Person Served" (on the Summons) was completed as follows:  
on behalf of: Bambuza SMF Ventures LLC, a California limited liability company  
Under CCP 416.40 (association or partnership)

7. **Person Who Served Papers:**

a. John M. Adams

Recoverable Cost Per CCP 1033.5(a)(4)(B)

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e. I am: (3) registered California process server

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(iii) County: Sacramento



1500 W. El Camino Avenue, #510  
Sacramento, CA 95833  
855-5VALPRO, Fax (866) 900-4665  
www.ValproAttorneyServices.com

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Tue, Sep. 17, 2024

A handwritten signature in blue ink, appearing to read "John M. Adams".

# **EXHIBIT C**

1 Eugene Ryu (SBN 209104)

2 [Gene.Ryu@klgatescom](mailto:Gene.Ryu@klgatescom)

3 Zain Zubair (SBN 323273)

4 [Zain.Zubair@klgatescom](mailto:Zain.Zubair@klgatescom)

5 **K&L GATES LLP**

6 10100 Santa Monica Blvd, 8<sup>th</sup> Floor

7 Los Angeles, CA 90067

8 Telephone: +1 310 552 5000

9 Facsimile: +1 310 552 5001

10 Attorneys for Defendant BAMBUZA OC VENTURES  
11 LLC and BAMBUZA SMF VENTURES LLC

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF ORANGE

14 JOSE RAMIRO LOBATO BARCENAS,  
15 individually and on behalf of all others  
16 similarly situated,

17 Plaintiff,

18 v

19 BAMBUZA OC VENTURES LLC, a California  
20 limited liability company; BAMBUZA SMF  
21 VENTURES LLC, a California limited liability  
22 company; and DOES 1 through 10, inclusive

23 Defendants.

Case No. 30-2024-01415928-CU-OE-CXC

**DEFENDANTS BAMBUZA OC  
VENTURES LLC AND BAMBUZA SMF  
VENTURES LLC'S ANSWER TO  
PLAINTIFF'S CLASS ACTION  
COMPLAINT**

Complaint Filed: July 30, 2024

24 508429440.2

Defendants BAMBUZA OC VENTURES LLC AND BAMBUZA SMF VENTURES LLC (“Defendants”) hereby answer Plaintiff JOSE RAMIRO LOBATO BARCENAS’ (“Plaintiff”) Class Action Complaint (the “Complaint”) as follows:

### **GENERAL DENIAL**

Defendants generally deny each and every allegation contained in Plaintiff’s Complaint, and further deny that Plaintiff is entitled to equitable or injunctive relief, compensatory damages, economic and/or special damages, unpaid wages, penalties, restitution, interest, attorneys’ fees, costs of suit, or any other relief of any kind whatsoever.

### **AFFIRMATIVE DEFENSES**

Defendants further assert the following affirmative defenses. By asserting these defenses, Defendants do not concede that they have the burden of production or proof as to any affirmative defense asserted below. Moreover, Defendants do not presently know all the factors concerning the conduct of Plaintiff sufficient to state all affirmative defenses at this time. Accordingly, Defendants will seek leave to amend this Answer should it later discover facts demonstrating the existence of additional affirmative defenses.

#### **FIRST AFFIRMATIVE DEFENSE**

##### **(Binding Arbitration Agreement)**

1. The Complaint, and each and every cause of action alleged therein, is barred to the extent that Plaintiff and some or all of the putative class members that Plaintiff seeks to represent have entered into binding arbitration agreements to submit their claims against Defendants, including claims for unpaid wages, to final and binding arbitration.

#### **SECOND AFFIRMATIVE DEFENSE**

##### **(Failure to State a Claim)**

2. The Complaint, and each and every cause of action alleged therein, fails to state facts sufficient to constitute a cause of action upon which relief can be granted.

#### **THIRD AFFIRMATIVE DEFENSE**

##### **(Statutes of Limitation)**

3. Plaintiff is barred from seeking relief under each and every cause of action asserted

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1 in the Complaint to the extent such causes of action are based on acts or events which occurred  
 2 outside the applicable statutes of limitation, including, but not limited to, those set forth in the  
 3 California Labor Code, Code of Civil Procedure, Civil Code, and Business & Professions Act.

4 **FOURTH AFFIRMATIVE DEFENSE**

5 **(Claims Not Suitable on a Class Basis)**

6 4. The Complaint, and each and every cause of action therein, are barred because  
 7 Plaintiff is not an adequate and proper representative of any group of putative class members  
 8 Plaintiff seeks to represent.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 **(No Knowledge, Authorization, or Ratification)**

11 5. Defendants are not liable for the alleged damages because, if any person or entity  
 12 engaged in intentional, willful, or unlawful conduct as alleged in the Complaint, he/she/it did so  
 13 without the knowledge, authorization, or ratification of Defendants.

14 **SIXTH AFFIRMATIVE DEFENSE**

15 **(Estoppel)**

16 6. Defendants are informed and believe that further investigation and discovery will  
 17 reveal, and on that basis allege, that the Complaint and the purported causes of action therein are  
 18 barred by the equitable doctrine of estoppel.

19 **SEVENTH AFFIRMATIVE DEFENSE**

20 **(Waiver)**

21 7. Defendants allege that any recovery of Plaintiff's Complaint is barred, in whole or  
 22 in part, to the extent that Plaintiff and/or the alleged putative class members, by reason of their acts,  
 23 conduct, and/or omissions, have waived or released their rights, if any, to obtain the relief sought  
 24 in the Complaint, including, *inter alia*, by contract and/or were provided and/or authorized and  
 25 permitted to take meal and/or rest breaks but declined to take breaks.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 **(Settlement/Release)**

28 8. The Complaint, and each and every cause of action therein, are barred to the extent

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1 that Plaintiff and/or the putative class members have voluntarily settled and/or released all or one  
 2 or more of the purported causes of action set forth in the Complaint; and Plaintiff and/or the putative  
 3 class members are, under the terms of such settlements and/or releases, barred from pursuing all or  
 4 one or more of such purported causes of action.

#### 5 **NINTH AFFIRMATIVE DEFENSE**

##### 6 **(Federal Preemption)**

7 9. Plaintiff's and/or the putative class members' claims are barred, in whole or in part,  
 8 by federal law including but not limited to the Fair Labor Standards Act and the Federal Arbitration  
 9 Act.

#### 10 **TENTH AFFIRMATIVE DEFENSE**

##### 11 **(Labor Code and IWC Orders Unconstitutionally Vague)**

12 10. Defendants allege that the Complaint, and each cause of action therein, or some of  
 13 them, are barred because the applicable Labor Code sections and/or wage order(s) of the Industrial  
 14 Welfare Commission are unconstitutionally vague and ambiguous and violate Defendants' rights  
 15 under the United States Constitution and the California Constitution as to, among other things, due  
 16 process of law.

#### 17 **ELEVENTH AFFIRMATIVE DEFENSE**

##### 18 **(Equitable Defenses)**

19 11. Plaintiff's and/or the putative class members' claims are barred by the equitable  
 20 defenses of laches, unclean hands and/or consent.

#### 21 **TWELFTH AFFIRMATIVE DEFENSE**

##### 22 **(Failure to Use Ordinary Care)**

23 12. Plaintiff's and/or the putative class members' individual claims are barred by  
 24 California Labor Code §§ 2854 and 2856 in that Plaintiff and/or the putative class members failed  
 25 to use ordinary care and diligence in the performance of their duties and failed to comply  
 26 substantially with the reasonable directions of their employer.

27 ///

28 ///

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Full Performance)**

13. Without admitting the existence of any duties or obligations as alleged in the Complaint, any such duties or obligations which were owed to Plaintiff and/or the putative class members have been fully performed, satisfied or discharged by, *inter alia*, paying all wages owed, providing meal and rest breaks, providing accurate itemized wage statements, reimbursing employees for necessary business expenses, and timely paying for time worked.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(De Minimis)**

14. Plaintiff and/or the putative class members are barred, in whole or in part due to the *de minimis* doctrine, and any alleged unpaid work was minute and/or irregular.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Good Faith and Lack of Willfulness)**

15. Defendants are informed and believe that further investigation and discovery will reveal, and on that basis allege, that any violation of the California Labor Code or an Order of the Industrial Welfare Commission was an act or omission made in good faith and Defendants had reasonable grounds for believing that its practices complied with applicable laws and that any such act or omission was not a violation of the California Labor Code or any Order of the Industrial Welfare Commission such that Plaintiff and/or the putative class members are not entitled to any damages, including but not limited to any allegations of failure to timely pay terminating employees.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Bona Fide Dispute)**

16. Defendants allege that any claims for damages or penalties, including, but not limited to penalties predicated on Labor Code sections 201-204, are barred, in whole or in part, because (1) there are bona fide good faith disputes as to whether further compensation is due to Plaintiff and/or to the putative class members Plaintiff seeks to represent, and if so, as to the amount of such further compensation, (2) Defendants have not willfully or intentionally failed to pay such

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1 compensation, if any is owed, (3) the meal and rest period premiums sought do not constitute  
2 wages; and/or (4) to impose penalties in this case would be inequitable and unjust.

### 3 **SEVENTEENTH AFFIRMATIVE DEFENSE**

#### 4 **(Class Action - Standing)**

5 17. Defendants allege the claims fail to the extent that Plaintiff lacks standing to assert  
6 the legal rights or interests of others.

### 7 **EIGHTEENTH AFFIRMATIVE DEFENSE**

#### 8 **(Offset)**

9 18. Defendants allege that they are entitled to an offset against any relief due to Plaintiff  
10 and/or the putative class members that Plaintiff seeks to represent, based upon their respective  
11 wrongful conduct and/or monies owed to Defendants. Without limiting Defendants' reliance on  
12 this defense and by way of example, Defendants contend that they are entitled to an offset or credit  
13 for any overpayments made to Plaintiff and/or any putative class members, or for any other monies  
14 owed to Defendants. Defendants further assert that they are entitled to an offset or credit for any  
15 monies owed by Plaintiff and/or any putative class members that resulted from their failure to  
16 perform their obligations or for overpayment for hours worked, if any.

### 17 **NINETEENTH AFFIRMATIVE DEFENSE**

#### 18 **(No Knowing/Intentional/Willful Violation)**

19 19. Without admitting that any violation took place, Defendants allege that any alleged  
20 failure to provide Plaintiff and/or any of the putative class members with wage statements in  
21 conformity with Labor Code section 226(a), to maintain records pursuant to Labor Code section  
22 1174, to pay Plaintiff or any of them, timely and properly, or any other alleged violation of the  
23 California Labor Code, was not knowing, intentional or willful and was not brought to the attention  
24 of management, if any.

### 25 **TWENTIETH AFFIRMATIVE DEFENSE**

#### 26 **(Labor Code § 226 – No Injury)**

27 20. Defendants allege that Plaintiff and/or any of the putative class members sustained  
28 no injury, as defined in Labor Code section 226(e)(2), from any alleged failure to provide wage  
508429440.2

1 statements in conformity with Labor Code section 226(a), from the alleged failure to maintain  
 2 records pursuant to Labor Code section 1174 or from any other alleged violation of the California  
 3 Labor Code.

#### 4 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

##### 5 **(Substantial Compliance)**

6 21. Defendants allege that Plaintiff's claim for damages or penalties fail because, to the  
 7 extent – which Defendants deny – that they did not fully comply with the requirements of any  
 8 particular California Labor Code provision, Defendants have substantially complied with the  
 9 requirements of such statute such that the imposition of damages or penalties would be improper.

#### 10 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

##### 11 **(Meal and Rest Periods – Waiver)**

12 22. Plaintiff's and/or the putative class members' claims are barred, in whole or in part,  
 13 because Defendants provided Plaintiff and/or the putative class members with meal and rest  
 14 periods, and any failure by Plaintiff and/or the putative class members to take meal and/or rest  
 15 breaks constituted a waiver by Plaintiff and/or the putative class members/alleged aggrieved  
 16 employees, including for any meal break during shifts six hours or less or for shifts of twelve hours  
 17 or less where the first meal break was taken. This waiver includes Plaintiff's and/or the putative  
 18 class members' intentional decisions not to take a provided meal or rest period, and/or to the extent  
 19 that the failure to take meal and/or rest breaks was the result of a failure by Plaintiff and/or the  
 20 putative class members to follow Defendants' reasonable instructions.

#### 21 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

##### 22 **(Accord and Satisfaction)**

23 23. Defendants allege that the Complaint and causes of action asserted therein, in whole  
 24 or in part, fail to the extent Plaintiff and/or any putative class members have been fully paid all  
 25 amounts legally owed to them by Defendants, since by accepting the payments made to them,  
 26 Plaintiff and/or the putative class members have effectuated an accord and satisfaction of their  
 27 claims.

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**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(Wage Statements – Not Knowing or Intentional)**

24. Any claims for penalties pursuant to California Labor Code section 226 are barred, in whole or in part, because Plaintiff and/or the putative class members were not “injured” thereby and/or because Defendants’ alleged failure to comply was not a “knowing and intentional failure” under California Labor Code section 226(e).

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Avoiding and/or Secreting)**

25. Defendants allege that the Complaint, and each and every alleged cause of action therein, or some of them, are barred to the extent that Plaintiff and/or some, or all, of the putative class members secreted or absented themselves or the work purportedly performed without notice to Defendants, to avoid payment of wages, thereby relieving Defendants of liability for damages or penalties under the California Labor Code.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Bus. & Prof. Code Section 17200 – Unconstitutionally Vague and Overbroad)**

26. Defendants allege that the prosecution of a representative action on behalf of the general public under California Business and Professions Code section 17200, *et seq.*, is unconstitutionally vague and overbroad and, as applied to the facts and circumstances of this case, would constitute a denial of Defendants’ due process rights, both substantive and procedural. Representative litigation would also violate Defendants’ right to equal protection in violation of the California Constitution and the Fourteenth Amendment to the United States Constitution, in that it would prevent Defendants from raising individual defenses against each putative class member. The violation is both procedural, by imposing a procedure that would render it impossible for Defendants to defend its interests and property, and substantive, by imposing remedies constitutionally disproportionate to the wrongs committed. *See People ex rel. Lockyer v. R.J. Reynolds Tobacco Co.*, 37 Cal. 4th 707 (2005).

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**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Bus. & Prof. Code Section 17200 – Compliance With Obligations)**

27. Defendants allege that Plaintiff's claims are barred, in whole or in part, because of Defendants' compliance with all applicable laws, statutes and regulations, with said compliance affording Defendants a safe harbor to any claim under California Business and Professions Code section 17200, *et seq.*

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Bus. & Prof. Code Section 17200 –Equitable Relief Unavailable)**

28. Defendants allege that Plaintiff's claims are barred, in whole or in part, because Plaintiff is not entitled to equitable relief as he has an adequate remedy at law.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(Penalties Unconstitutional)**

29. To the extent Plaintiff and/or the putative class members seek penalties, such claims violate the Fifth, Eighth and Fourteenth Amendments of the United States Constitution and also violate Article 1, sections 7 and 8 of the California Constitution, including the prohibition against excessive fines. *See State Farm Mutual Insurance Company v. Campbell*, 538 U.S. 408 (2003).

**THIRTIETH AFFIRMATIVE DEFENSE**

**(Collateral Estoppel and Res Judicata)**

30. The Complaint, and each and every cause of action therein, are barred by the doctrines of res judicata and collateral estoppel as to Plaintiff and/or the putative class members.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

**(No Willfulness – Failure to Pay Wages Upon Termination)**

31. Defendants allege that they properly paid all wages due and owing to Plaintiff and/or the putative class members during employment and to the extent applicable after employment, and, to the extent such wages were due but unpaid (which Defendants deny), Defendants' failure to pay was not "willful."

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**THIRTY-SECOND AFFIRMATIVE DEFENSE**

**(Failure to Mitigate)**

32. Defendants allege that Plaintiff and the putative class members have failed to mitigate or avoid any and all damages allegedly caused by Defendants, the existence of which Defendants deny. Any damages that may be recoverable by Plaintiff and/or the putative class members should therefore be denied or reduced accordingly.

**THIRTY-THIRD AFFIRMATIVE DEFENSE**

**(Unjust Enrichment)**

33. Defendants are informed and believe that further investigation and discovery will reveal, and on that basis allege, that the Complaint and the purported causes of action therein are barred on the grounds of unjust enrichment.

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

**(Avoidable Consequences)**

34. Defendants allege that Plaintiff and any putative class members are barred from recovering any penalties, or any penalties must be reduced, pursuant to the avoidable consequences doctrine and/or the discretion of the Court because Defendants took reasonable steps to ensure Plaintiff and any putative class members were properly compensated for all time worked including good faith compliance with California law, and Plaintiff and the putative class unreasonably failed to use preventative and corrective opportunities provided to them to clear up any purported misunderstanding of their wage statements, and reasonable use of such procedures would have prevented at least some, if not all, of the harm allegedly suffered.

**THIRTY-FIFTH AFFIRMATIVE DEFENSE**

**(Not “Hours Worked”)**

35. Defendants are informed and believe that further investigation and discovery will reveal, and on that basis allege that some or all of certain alleged work hours are not “hours worked” within the meaning of any Wage Order(s) of the California Industrial Welfare Commission and/or under applicable California law, so that any claimed compensation, including overtime premium, need not be paid for those hours.

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**THIRTY-SIXTH AFFIRMATIVE DEFENSE**

**(Outside Scope of Employment)**

36. Defendants allege that the Complaint and the causes of action set forth therein cannot be maintained against Defendants, because, if employees of Defendants (including Plaintiff) took the actions alleged, such actions were committed outside the course and scope of such employees' employment, were not authorized, adopted or ratified by Defendants and Defendants did not know of nor should they have known of such conduct.

**THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Waiting Time Penalties)**

37. Plaintiff's claims pursuant to or related to California Labor Code section 203 are barred, in whole or in part, because: (a) Defendants have not willfully failed to pay such additional compensation, if any is owed; (b) a good faith dispute exists as to whether wages are owed; (c) Plaintiff secreted or absented himself; (d) the compensation/premiums sought do not constitute wages; and/or (e) to impose penalties in this case would be inequitable and unjust.

**THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

**(No Liability for Hours that Are Not Working Time)**

38. The Complaint, and each and every cause of action alleged therein, is barred to the extent that the hours for which Plaintiff claims compensation are not working time under California state law, including the applicable California Industrial Welfare Commission Wage Orders.

**THIRTY-NINTH AFFIRMATIVE DEFENSE**

**(No Overtime)**

39. The Complaint, and each and every cause of action alleged therein, is barred on the ground that to the extent Plaintiff worked any overtime, such work was not authorized by Defendants and performed without Defendants' knowledge.

**FORTIETH AFFIRMATIVE DEFENSE**

**(No Necessary Expenditure or Loss)**

40. Defendants allege that Plaintiff's claim that Defendants failed to reimburse business expenses is barred because Plaintiff's and/or the aggrieved employees' alleged business expenses

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1 were not necessary expenditures or losses.

2 **FORTY-FIRST AFFIRMATIVE DEFENSE**

3 **(No Private Right of Action)**

4 41. Plaintiff's claims are barred to the extent some of all of them lack a private right of  
5 action, including but not limited to claims under Labor Code sections 558, 1197, 1197.1, 233, and  
6 246.

7 **RESERVATION OF RIGHT TO AMEND TO ADD ADDITIONAL DEFENSES**

8 Defendants do not presently know all of the facts respecting the conduct of Plaintiff  
9 sufficient to allow them to state all defenses at this time. Defendants are informed and believe,  
10 however, that further investigation and discovery will reveal that they may have additional defenses  
11 available of which they are not fully aware at the present time. Defendants reserve the right to  
12 amend this Answer to assert said additional defenses should they later discover facts demonstrating  
13 the existence and applicability of same.

14  
15 WHEREFORE, Defendants pray that:

- 16 1. Plaintiff and the putative class members take nothing by the Complaint;  
17 2. The Complaint be dismissed, in its entirety, with prejudice;  
18 3. Defendants be awarded their attorneys' fees and costs of suit incurred herein; and  
19 4. The Court award Defendants such further relief as it deems just and proper.

20  
21 Dated: October 15, 2024

22  
23 By: 

24 GENE RYU  
ZAIN ZUBAIR

25 K&L GATES LLP  
26 Attorneys for Defendant BAMBUZA OC  
27 VENTURES LLC and BAMBUZA SMF  
28 VENTURES LLC

**PROOF OF SERVICE**

Case No. 30-2024-01415928-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is K&L GATES LLP, 10100 Santa Monica Boulevard, Eighth Floor, Los Angeles, California 90067.

On **October 15, 2024**, I served the document(s) described as:

**DEFENDANTS BAMBUZA OC VENTURES LLC AND BAMBUZA SMF VENTURES  
LLC'S ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT**

on the person or person(s) below, as follows:

Justin F. Marquez (SBN 262417)

Arrash T. Fattahi (SBN 333676)

**WILSHIRE LAW FIRM**

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*Attorneys for Plaintiff Jose Ramiro Lobato  
Barcenas*

The documents were served by the following means:

☒ **BY U.S. MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office of the addressee(s) as indicated above. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** by transmitting a true copy of the foregoing document(s) to the email-addresses set forth as stated above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 15, 2024**, at Los Angeles, California.

Amy Portillo

